

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

Alfredo Santiago

**(b)** County of Residence of First Listed Plaintiff Lancaster County, PA

(EXCEPT IN U.S. PLAINTIFF CASES)

**(c)** Attorneys (Firm Name, Address, and Telephone Number)

Arthur L. Bugay, Esquire  
GALFAND BERGER, L.L.P.  
1835 Market Street, Suite 2710  
Philadelphia, Pennsylvania 19103

**DEFENDANTS**

ITW Food Equipment Group LLC, ILC Investments, Inc., ILC Investment Holdings, Inc., and Hobart LLC, incorrectly sued as Hobart Corporation,

County of Residence of First Listed Defendant Miami County, Ohio

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Robert W. Stanko, Esquire  
Andrew C. Goldstein, Esquire  
Marshall Dennehey Warner Coleman & Goggin  
2000 Market Street, Suite 2300, Philadelphia, PA 19103

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	X	1	Incorporated or Principal Place of Business In This State	4	4
Citizen of Another State	2	2	Incorporated and Principal Place of Business In Another State	5	X
Citizen or Subject of a Foreign Country	3	3	Foreign Nation	6	6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<div><div><div>▢ 110 Insurance</div><div>▢ 120 Marine</div><div>▢ 130 Miller Act</div><div>▢ 140 Negotiable Instrument</div><div>▢ 150 Recovery of Overpayment &amp; Enforcement of Judgment</div><div>▢ 151 Medicare Act</div><div>▢ 152 Recovery of Defaulted Student Loans (Excludes Veterans)</div><div>▢ 153 Recovery of Overpayment of Veteran's Benefits</div><div>▢ 160 Stockholders' Suits</div><div>▢ 190 Other Contract</div><div>▢ 195 Contract Product Liability</div><div>▢ 196 Franchise</div></div></div>	<div><div><div>PERSONAL INJURY</div><div>▢ 310 Airplane</div><div>▢ 315 Airplane Product Liability</div><div>▢ 320 Assault, Libel &amp; Slander</div><div>▢ 330 Federal Employers' Liability</div><div>▢ 340 Marine</div><div>▢ 345 Marine Product Liability</div><div>▢ 350 Motor Vehicle</div><div>▢ 355 Motor Vehicle Product Liability</div><div>▢ 360 Other Personal Injury</div><div>▢ 362 Personal Injury - Medical Malpractice</div></div></div>	<div><div><div>PERSONAL INJURY</div><div>▢ 365 Personal Injury - Product Liability</div><div>▢ 367 Health Care/Pharmaceutical Personal Injury Product Liability</div><div>▢ 368 Asbestos Personal Injury Product Liability</div><div>PERSONAL PROPERTY</div><div>▢ 370 Other Fraud</div><div>▢ 371 Truth in Lending</div><div>▢ 380 Other Personal Property Damage</div><div>▢ 385 Property Damage Product Liability</div></div></div>	<div><div><div>▢ 625 Drug Related Seizure of Property 21 USC 881</div><div>▢ 690 Other</div></div><div>LABOR</div><div><div><div>▢ 710 Fair Labor Standards Act</div><div>▢ 720 Labor/Management Relations</div><div>▢ 740 Railway Labor Act</div><div>▢ 751 Family and Medical Leave Act</div><div>▢ 790 Other Labor Litigation</div><div>▢ 791 Employee Retirement Income Security Act</div></div></div><div>IMMIGRATION</div><div><div><div>▢ 462 Naturalization Application</div><div>▢ 465 Other Immigration Actions</div></div></div></div>	<div><div><div>▢ 422 Appeal 28 USC 158</div><div>▢ 423 Withdrawal 28 USC 157</div></div><div>PROPERTY RIGHTS</div><div><div><div>▢ 820 Copyrights</div><div>▢ 830 Patent</div><div>▢ 835 Patent - Abbreviated New Drug Application</div><div>▢ 840 Trademark</div></div></div><div>SOCIAL SECURITY</div><div><div><div>▢ 861 HIA (1395ff)</div><div>▢ 862 Black Lung (923)</div><div>▢ 863 DIWC/DIWW (405(g))</div><div>▢ 864 SSID Title XVI</div><div>▢ 865 RSI (405(g))</div></div></div><div>FEDERAL TAX SUITS</div><div><div><div>▢ 870 Taxes (U.S. Plaintiff or Defendant)</div><div>▢ 871 IRS—Third Party 26 USC 7609</div></div></div></div>	<div><div><div>▢ 375 False Claims Act</div><div>▢ 376 Qui Tam (31 USC 3729(a))</div><div>▢ 400 State Reapportionment</div><div>▢ 410 Antitrust</div><div>▢ 430 Banks and Banking</div><div>▢ 450 Commerce</div><div>▢ 460 Deportation</div><div>▢ 470 Racketeer Influenced and Corrupt Organizations</div><div>▢ 480 Consumer Credit</div><div>▢ 490 Cable/Sat TV</div><div>▢ 850 Securities/Commodities/Exchange</div><div>▢ 890 Other Statutory Actions</div><div>▢ 891 Agricultural Acts</div><div>▢ 893 Environmental Matters</div><div>▢ 895 Freedom of Information Act</div><div>▢ 896 Arbitration</div><div>▢ 899 Administrative Procedure Act/Review or Appeal of Agency Decision</div><div>▢ 950 Constitutionality of State Statutes</div></div></div>
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<div><div><div>▢ 210 Land Condemnation</div><div>▢ 220 Foreclosure</div><div>▢ 230 Rent Lease &amp; Ejectment</div><div>▢ 240 Torts to Land</div><div>▢ 245 Tort Product Liability</div><div>▢ 290 All Other Real Property</div></div></div>	<div><div><div>▢ 440 Other Civil Rights</div><div>▢ 441 Voting</div><div>▢ 442 Employment</div><div>▢ 443 Housing/Accommodations</div><div>▢ 445 Amer. w/Disabilities - Employment</div><div>▢ 446 Amer. w/Disabilities - Other</div><div>▢ 448 Education</div></div></div>	<div><div><div>Habeas Corpus:</div><div>▢ 463 Alien Detainee</div><div>▢ 510 Motions to Vacate Sentence</div><div>▢ 530 General</div><div>▢ 535 Death Penalty</div><div>Other:</div><div>▢ 540 Mandamus &amp; Other</div><div>▢ 550 Civil Rights</div><div>▢ 555 Prison Condition</div><div>▢ 560 Civil Detainee - Conditions of Confinement</div></div></div>			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

(specify)

Transfer

Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. §§ 1332(a) 1441, 1446

Brief description of cause:

Plaintiff alleges injuries as a result of an alleged incident involving a mixer grinder manufactured and sold by Defendants.

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ' Yes X 'No

**RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

3/23/2021

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**CASE MANAGEMENT TRACK DESIGNATION FORM**

<b>ALFREDO SANTIAGO</b>	:	<b>CIVIL ACTION</b>
<b>v.</b>	:	
<b>ITW FOOD EQUIPMENT</b>	:	
<b>GROUP LLC, et al.</b>	:	

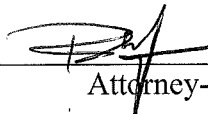
**NO.**

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a case management track designation form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus-Cases brought under 28 U.S.C. §2241 through §2255. ( )
- (b) Social Security-Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration-Cases require to be designated for arbitration under Local Civil Rule 53.2. ( )
- (d) Asbestos-Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management-Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )
- (f) Standard Management--Cases that do not fall into any one of the other tracks. (X)

March 23, 2021  
Date

  
Attorney-at-law

Defendants  
Attorney for

215-575-2807  
Telephone

215-575-0856  
FAX Number

rwstanko@mdwecg.com  
E-Mail Address

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**CASE MANAGEMENT TRACK DESIGNATION FORM**

<b>ALFREDO SANTIAGO</b>	:	<b>CIVIL ACTION</b>
<b>v.</b>	:	
<b>ITW FOOD EQUIPMENT</b>	:	
<b>GROUP LLC, et al.</b>	:	

**NO.**

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a case management track designation form specifying the track to which that defendant believes the case should be assigned.

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March 23, 2021

Date

  
Attorney-at-law

Defendants

Attorney for

215-575-2807

Telephone

215-575-0856

FAX Number

rwstanko@mdwecg.com

E-Mail Address

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

**DESIGNATION FORM**

*(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)*

Address of Plaintiff: 713 High Street, Lancaster, Pennsylvania

Address of Defendant: 701 S. Ridge Avenue, Troy, Ohio

Place of Accident, Incident or Transaction: 1201 Millersville Pike, Manor Shopping Center, Lancaster, PA 17603-6656

**RELATED CASE, IF ANY:**

Case Number: \_\_\_\_\_ Judge: \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when *Yes* is answered to any of the following questions:

- |  |                              |  |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?            | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 3/23/21

  
Attorney-at-Law / Pro Se Plaintiff

208830

Attorney I.D. # (if applicable)

**CIVIL: (Place a ✓ in one category only)**

**A. Federal Question Cases:**

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Patent
- ☐ 6. Labor-Management Relations
- ☐ 7. Civil Rights
- ☐ 8. Habeas Corpus
- ☐ 9. Securities Act(s) Cases
- ☐ 10. Social Security Review Cases
- ☐ 11. All other Federal Question Cases  
(Please specify): \_\_\_\_\_

**B. Diversity Jurisdiction Cases:**

- ☐ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify): \_\_\_\_\_
- ☒ 7. Products Liability
- ☐ 8. Products Liability – Asbestos
- ☐ 9. All other Diversity Cases  
(Please specify): \_\_\_\_\_

**ARBITRATION CERTIFICATION**

*(The effect of this certification is to remove the case from eligibility for arbitration.)*

I, \_\_\_\_\_, counsel of record or pro se plaintiff, do hereby certify:

☐ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

☐ Relief other than monetary damages is sought.

DATE: \_\_\_\_\_

Attorney-at-Law / Pro Se Plaintiff

Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

ALFREDO SANTIAGO	)	CASE NO.: 2:21-cv-1383
	)	
Plaintiff	)	
	)	
v.	)	JUDGE:
	)	
ITW FOOD EQUIPMENT GROUP, LLP	)	
and ILC INVESTMENTS, INC. a/p/k/d/b/a	)	
ILC INVESTMENTS HOLDINGS, INC.	)	
and ILC INVESTMENTS HOLDINGS,	)	
INC. and HOBART CORPORATION	)	
	)	
Defendants.	)	

**NOTICE OF REMOVAL**

Defendants ITW Food Equipment Group LLC (“ITW FEG”), ILC Investments, Inc., ILC Investment Holdings, Inc., and Hobart LLC, incorrectly sued as Hobart Corporation, (collectively, “Defendants”) hereby give notice of removal of a civil action, April Term 2020, Case No. 01006, from the Court of Common Pleas, Philadelphia County. Removal of this action is proper under 28 U.S.C. §§ 1441 and 1446 for the reasons set forth below.

1. On or about April 21, 2020, Plaintiff filed a Praecipe for Writ of Summons against Defendants in the Court of Common Pleas, Philadelphia County, Case No. 01006.
2. The Praecipe for Writ of Summons along with the attached Civil Cover Sheet was received by ITW FEG on April 27, 2020. (*See Exhibit A.*)
3. The Praecipe for Writ of Summons along with the attached Civil Cover Sheet was received by ILC Investments, Inc. and ILC Investment Holdings, Inc. on May 1, 2020. (*See Exhibit B.*)
4. Plaintiff filed an affidavit purporting that the Praecipe for Writ of Summons along with the attached Civil Cover Sheet was received by Hobart Corporation on April 27, 28, 29, and May 11, 2020, however, Hobart Corporation does not exist. (*See Exhibit C.*)

5. The Court of Common Pleas, Philadelphia County, issued several Scheduling Orders setting a Case Management Conference, but all conferences were rescheduled as Plaintiff had not filed a Complaint. Prior to the conference set for November 2, 2020, ITW FEG and Plaintiff each filed a Case Management Conference Memorandum. (*See* Exhibit D.)

6. On February 5, 2021, the Court issued an Order scheduling a video conference for March 3, 2021, at 10:00 a.m., at which time Plaintiff was to show cause as to why his case should not be non-prossed for failure to file a complaint in a timely manner. (*See* Exhibit E.)

7. On March 3, 2021 at 9:31 a.m., Plaintiff filed a Complaint naming as Defendants ITW FEG, ILC Investments, Inc., ILC Investment Holdings, Inc., and Hobart Corporation. (*See* Exhibit F.) At the show cause hearing, the Court held that Plaintiff could move forward with his case because he had filed said Complaint that morning. A copy of the Court's Order dissolving the Rule is attached as Exhibit G.

8. This Notice of Removal is timely filed, within thirty days of ITW FEG's first receipt of the Notice to Defend and Complaint.

9. Exhibits A through G constitute all process, pleadings, and orders served in the action pending in the Court of Common Pleas Philadelphia County, Case No. 01006.

10. Plaintiff is a citizen and resident of the Commonwealth of Pennsylvania. (*See* Complaint ¶ 1.)

11. ITW FEG is and was at all relevant times a Delaware limited liability company. ITW FEG has five members: FEG Investments L.L.C., ILC Investments Holdings Inc., ITW Mortgage Investments II, Inc., ITW Mortgage Investments III, Inc., and ITW Mortgage Investments IV, Inc. ITW FEG's first listed member, FEG Investments L.L.C., has one member: Hobart LLC. Hobart LLC is and was at all relevant times a Delaware limited liability company with its principal place of business in Illinois. Hobart LLC's sole member is Illinois Tool Works

Inc., a Delaware corporation with its principal place of business in Illinois. Therefore, Hobart LLC is a citizen of Delaware and Illinois. 28 U.S.C § 1332(c)(1). ITW FEG's remaining members are and were at all relevant times Delaware corporations with their principal places of business in Illinois. Therefore, ITW FEG's remaining members are citizens of Delaware and Illinois. *Id.* Because the five members of ITW FEG are citizens of Delaware and Illinois, ITW FEG is a citizen of Delaware and Illinois. *See Zambelli Fireworks Mfg. Co. v. Wood*, 592 F.3d 412, 418 (3rd Cir. 2010) (“[T]he citizenship of an LLC is determined by the citizenship of each of its members.”); *see also C.T. Carden v. Arkoma Assocs.*, 494 U.S. 185, 195-96 (1990) (“[D]iversity jurisdiction in a suit by or against an entity other than a corporation depends on the citizenship of all the members.”).

12. ILC Investments, Inc. is a Delaware corporation with its principal place of business in Illinois.

13. As noted above, ILC Investments Holdings Inc. is a Delaware corporation with its principal place of business in Illinois.

14. As noted above, Hobart LLC is and was at all relevant times a Delaware limited liability company with its principal place of business in Illinois. Hobart LLC's sole member is Illinois Tool Works Inc., a Delaware corporation with its principal place of business in Illinois. Therefore, Hobart LLC is a citizen of Delaware and Illinois.

15. Based upon the allegations in the Complaint, the amount in controversy exceeds \$75,000.00, exclusive of interests and costs. While Plaintiff does not plead a specific amount of damages, Plaintiff's claim relates to “serious and grievous injuries,” including but not limited to “injuries to his bones, muscles, ligaments, and nerves.” (Complaint ¶¶ 86, 90.) Beyond this, Plaintiff also claims \$45,957.71 in medical costs as of August 5, 2019, loss of wages, loss of enjoyment of life, past and future pain and suffering, and disfigurement. (*Id.* at ¶¶ 87-90.) *See*



*also Nelson v. Keefer*, 451 F.2d 289, 294 (3d Cir. 1971) (discussing the “well-known fact of courtroom life that in personal injuries litigation the intangible factor of ‘pain, suffering, and inconvenience’ constitutes the largest single item of recovery, exceeding by far the out-of-pocket ‘specials’ of medical expenses and loss of wages”).

16. This Court has diversity jurisdiction under 28 U.S.C. § 1332(a), as there is complete diversity of citizenship between Plaintiff and Defendants, and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

17. By filing this Notice of Removal, Defendants do not waive, and hereby reserve, any objection as to service, personal jurisdiction, and all other defenses.

18. This Notice of Removal is being served on counsel for Plaintiff on the date identified below. Defendants will promptly file a copy of this Notice of Removal with the Clerk of the Court of Common Pleas, Philadelphia County.

19. The undersigned attorneys are authorized by Defendants to file this Notice of Removal. Robert W. Stanko is licensed in the State of Pennsylvania and is a member of the Bar of this Court. Elizabeth B. Wright and Anthony J. Martucci are licensed in the State of Ohio and will file applications to appear *pro hac vice*.

WHEREFORE, this action is hereby removed from the Court of Common Pleas, Philadelphia County to the United States District Court for the Eastern District of Pennsylvania.

**MARSHALL DENNEHY WARNER  
COLEMAN & GOGGIN**

By: 

Robert W. Stanko, Esq.  
I.D. No. 208830  
2000 Market Street, Suite 2300  
Philadelphia, PA 19103  
Telephone: (215) 575-2600  
Facsimile: (215) 575-0856  
[rwstanko@MDWCG.com](mailto:rwstanko@MDWCG.com)



Elizabeth B. Wright, Esq.  
(Ohio 0018456; application to  
appear *pro hac vice* to be filed)  
Anthony J. Martucci, Esq.  
(Ohio 0090794; application to  
appear *pro hac vice* to be filed)  
THOMPSON HINE LLP  
3900 Key Center  
127 Public Square  
Cleveland, OH 44114  
Telephone: (216) 566-5500  
Facsimile: (216) 566-5800  
[elizabeth.wright@thompsonhine.com](mailto:elizabeth.wright@thompsonhine.com)  
[tony.martucci@thompsonhine.com](mailto:tony.martucci@thompsonhine.com)

*Attorneys for Defendants,  
ITW Food Equipment Group LLC, ILC  
Investments, Inc., ILC Investment Holdings,  
Inc., and Hobart LLC*

Date: March 23, 2021

**CERTIFICATE OF SERVICE**

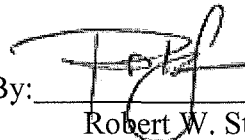
I HEREBY CERTIFY that a true and correct copy of the forgoing *Notice of Removal* has been electronically filed with the Clerk through the e-portal filing system this 23rd day of March 2021 and served by electronic mail on the following:

Arthur L. Bugay Esquire  
Galfand Berger, LLP  
1835 Market Street, Suite 2710  
Philadelphia, PA 19103  
abugay@galfandberger.com

*Attorneys for Plaintiff*

**MARSHALL DENNEHY WARNER  
COLEMAN & GOGGIN**

By: \_\_\_\_\_



Robert W. Stanko, Esq.  
*Attorney for Defendants,*  
*ITW Food Equipment Group LLC,*  
*ILC Investments, Inc., ILC Investment*  
*Holdings, Inc., and Hobart LLC*

Date: March 23, 2021

Defendants.

JUDGE:

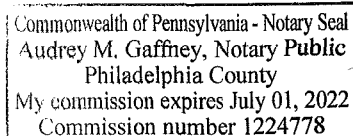
# AFFIDAVIT

**ROBERT W. STANKO, ESQUIRE**, being duly sworn according to law deposes and states that the facts set forth in the foregoing Notice of Removal are true and correct to the best of his knowledge, information, and belief.


ROBERT W. STANKO, ESQUIRE

OF March, 2021

NOTARY PUBLIC



# EXHIBIT “A”

<p>GALFAND BERGER, L.L.P.          BY: Arthur L. Bugay, Esquire          PA ID: 62251          1835 Market Street, Suite 2710          Philadelphia, Pennsylvania 19103          (215) 665-1600          abugay@galfandberger.com</p>	<p>Filed and Attested by the          Office of Judicial Records          Attorney for Plaintiff          APRIL 2020 02:32 pm  </p>
<p>ALFREDO SANTIAGO          713 High Street          Lancaster, PA 17603</p> <p>vs.</p> <p>ITW FOOD EQUIPMENT GROUP, LLC          701 S. Ridge Avenue          Troy, Oh 45374, and at          P. O. Box 2517          Carol Stream, Il 60132, and at          2917 Wayne Street          Harrisburg, PA 17111</p> <p>And</p> <p>ILC INVESTMENTS, INC. a/p/k/d/b/a          ILC INVESTMENTS HOLDINGS, INC.          155 Harlem Avenue          Glenview, IL 60025</p> <p>And</p> <p>ILC INVESTMENTS HOLDINGS, INC.          155 Harlem Avenue          Glenview, IL 60025</p> <p>And</p> <p>HOBART CORPORATION          71 Mall Drive          Commack, NY 11725, and at          3600 W. Lake Avenue          Glenview, IL 60026          and at          Hobart World Headquarters          701 S. Ridge Avenue          Troy, OH 45374, and at</p>	<p>IN THE COURT OF COMMON PLEAS          PHILADELPHIA COUNTY</p> <p>CIVIL TRIAL DIVISION          APRIL TERM, 2020          NO. 01006</p>

2917 Wayne Street Harrisburg, PA 17111	
---	--

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF PHILADELPHIA:

I, Arthur L. Bugay, hereby certify that a true and correct copy of the Writ of Summons was served via Regular Mail and Certified Mail-Return Receipts Requested on April 27, 2020 and April 28, 2020 upon Defendant, ITW Food Equipment Group LLC at its different addresses. The Certified Return Receipts are attached hereto and marked as Exhibits "A" and "B."

**GALFAND BERGER, LLP.**



BY: \_\_\_\_\_  
Arthur L. Bugay, Esquire  
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020

\_\_\_\_\_  
NOTARY PUBLIC

Dated: June 9, 2020

**CERTIFICATION OF SERVICE**

I, Arthur L. Bugay, Esquire, do hereby certify that I electronically filed the affidavit of service of the Writ of Summons upon defendant, ITW Food Equipment Group LLC. this 9<sup>th</sup> day of June 2020 and send a copy to the following via first class mail, postage prepaid:

ITW Food Equipment Group, LLC  
2917 Wayne Street  
Harrisburg, PA 17111

ITW Food Equipment Group, LLC  
P.O. Box 2517  
Carol Stream, IL 60132-2517

ITW Food Equipment Group, LLC  
701 S. Ridge Avenue  
Troy, OH 45374

**GALFAND BERGER, LLP**

A handwritten signature in black ink, appearing to be 'AB' with a stylized flourish.

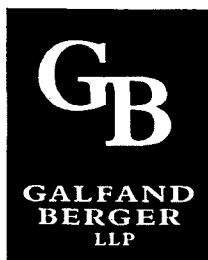
BY:

---

ARTHUR L. BUGAY, ESQUIRE  
Attorney for Plaintiff



# EXHIBIT “A”



April 22, 2020

**LAW OFFICES**

1835 MARKET STREET  
SUITE 2710  
PHILADELPHIA, PA 19103  
www.galfandberger.com  
FAX: 215 564 2262  
TEL: 215 665 1600  
1 800 222 8792

RICHARD M. JUREWICZ \*  
DEBRA A. JENSEN  
MICHAEL P. MALVEY \*  
MICHAEL W. MCGURRIN  
ARTHUR L. BUGAY \*  
GABRIELA G. RAFUL \*  
BRADLEY R. SMITH \*  
FARHAN S. ALI \*  
NILAM M. VAHORA  
BROOKE J. ELM \*  
OF COUNSEL  
MARIA L. SOFFER \*  
NORMAN J. WEINSTEIN

\* ALSO ADMITTED IN NJ  
† BOARD CERTIFIED IN CIVIL TRIAL LAW  
AND ADVOCACY BY THE NATIONAL  
BOARD OF TRIAL ADVOCACY  
\* ALSO ADMITTED IN NEW YORK  
ALL ATTORNEYS AT OUR FIRM ARE  
ADMITTED IN PA

READING OFFICES:  
29 N. 6TH STREET  
READING, PA 19601  
TEL: 610 376 1696

AND

1251 N. FRONT STREET  
READING, PA 19601  
TEL: 484 577 4049

BETHLEHEM OFFICE:  
3477 CORPORATE PARKWAY  
SUITE 100  
CENTER VALLEY, PA 18034  
TEL: 610 865 4212

LANCASTER OFFICE:  
1525 OREGON PIKE  
SUITE 502  
LANCASTER, PA 17601  
TEL: 717 824 3376

ARTHUR L. BUGAY  
abugay@galfandberger.com

58239.0001  
VIA CERTIFIED MAIL, RRR  
ITW Food Equipment Group, LLC  
P.O. Box 2517  
Carol Stream, IL 60132-2517

**RE: Santiago v. ITW Food Equipment Group, LLC, et al**  
**PCCP No. April Term, 2020 No. 01006**

Dear Sir/Madam:

Please be advised that a Civil Action has been filed against your company in the Court of Common Pleas of Philadelphia County, Pennsylvania on April 21, 2020 bearing the above caption, a copy of which I am enclosing herein.

I suggest that you forward this Civil Action to your liability insurance carrier and have their attorney enter a written appearance on behalf of your Company.

Your prompt attention to this matter will be greatly appreciated.

Very truly yours,

A handwritten signature in black ink, appearing to be 'AB' with a stylized flourish.

ARTHUR L. BUGAY

ALB:cr  
Enclosure

91 7199 9991 7036 5388 9205

Case ID: 200401006



Date Produced: 05/04/2020

GALFAND BERGER LLP:

The following is the delivery information for Certified Mail™ item number 7199 9991 7036 5388 9205. Our records indicate that this item was delivered on 04/27/2020 at 03:18 a.m. in CAROL STREAM, IL 60132. The scanned image of the recipient information is provided below.

Signature of Recipient :

Delivery Section	
Signature	G. S.
Initials	G.S.

Address of Recipient :

Delivery Point	DELUXE 60132
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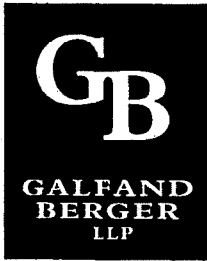
Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,  
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 0337257 4917121858239

Case ID: 200401006



April 22, 2020

**LAW OFFICES**

1835 MARKET STREET  
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PHILADELPHIA, PA 19103  
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**OF COUNSEL**

MARIA L. SOFFER \*  
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AND ADVOCACY BY THE NATIONAL  
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ALL ATTORNEYS AT OUR FIRM ARE  
ADMITTED IN PA

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READING, PA 19601  
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AND

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LANCASTER OFFICE:  
1525 OREGON PIKE  
SUITE 502  
LANCASTER, PA 17601  
TEL: 717 824 3376

ARTHUR L. BUGAY  
abugay@galfandberger.com

58239.0001  
VIA CERTIFIED MAIL, RRR  
ITW Food Equipment Group, LLC  
2917 Wayne Street  
Harrisburg, PA 17111

**RE: Santiago v. ITW Food Equipment Group, LLC, et al**  
**PCCP No. April Term, 2020 No. 01006**

Dear Sir/Madam:

Please be advised that a Civil Action has been filed against your company in the Court of Common Pleas of Philadelphia County, Pennsylvania on April 21, 2020 bearing the above caption, a copy of which I am enclosing herein.

I suggest that you forward this Civil Action to your liability insurance carrier and have their attorney enter a written appearance on behalf of your Company.

Your prompt attention to this matter will be greatly appreciated.

Very truly yours,

A handwritten signature in black ink, appearing to be 'AB', written over a horizontal line.

ARTHUR L. BUGAY

ALB:cr  
Enclosure



Date Produced: 05/04/2020

GALFAND BERGER LLP:

The following is the delivery information for Certified Mail™ item number 7199 9991 7036 5388 9229. Our records indicate that this item was delivered on 04/27/2020 at 12:24 p.m. in HARRISBURG, PA 17111. The scanned image of the recipient information is provided below.

Signature of Recipient :

P.N. 1170  
Cand-19

Address of Recipient :

2917  
Wayne St

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

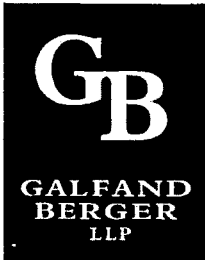
Sincerely,  
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 0337257 4917121858239

Case ID: 200401006

# **EXHIBIT “B”**



April 22, 2020

**LAW OFFICES**

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PHILADELPHIA, PA 19103  
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TEL: 610 865 4212

LANCASTER OFFICE:  
1525 OREGON PIKE  
SUITE 502  
LANCASTER, PA 17601  
TEL: 717 824 3376

ARTHUR L. BUGAY  
abugay@galfandberger.com

58239.0001  
VIA CERTIFIED MAIL, RRR  
ITW Food Equipment Group, LLC  
701 S. Ridge Avenue  
Troy, OH 45374

**RE: Santiago v. ITW Food Equipment Group, LLC, et al**  
**PCCP No. April Term, 2020 No. 01006**

Dear Sir/Madam:

Please be advised that a Civil Action has been filed against your company in the Court of Common Pleas of Philadelphia County, Pennsylvania on April 21, 2020 bearing the above caption, a copy of which I am enclosing herein.

I suggest that you forward this Civil Action to your liability insurance carrier and have their attorney enter a written appearance on behalf of your Company.

Your prompt attention to this matter will be greatly appreciated.

Very truly yours,

A handwritten signature in black ink, appearing to be 'AB', with a long horizontal stroke extending to the right.

ARTHUR L. BUGAY

ALB:cr  
Enclosure

91 7199 9991 7036 5388 9212

Case ID: 200401006





Date Produced: 05/04/2020

GALFAND BERGER LLP:

The following is the delivery information for Certified Mail™ item number 7199 9991 7036 5388 9212. Our records indicate that this item was delivered on 04/28/2020 at 09:39 a.m. in TROY, OH 45373. The scanned image of the recipient information is provided below.

Signature of Recipient :

**Delivery Section**

Address of Recipient :

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

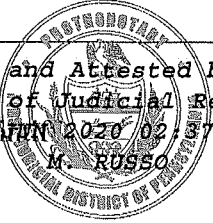
Sincerely,  
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 0337257 4917121858239

Case ID: 200401006

# EXHIBIT “B”

<p>GALFAND BERGER, L.L.P.          BY: Arthur L. Bugay, Esquire          PA ID: 62251          1835 Market Street, Suite 2710          Philadelphia, Pennsylvania 19103          (215) 665-1600          abugay@galfandberger.com</p>	<p>Filed and Attested by the          Office of Judicial Records          Attorney for Plaintiff          APR 2020 02:37 pm          M. RUSSO</p> 
<p>ALFREDO SANTIAGO          713 High Street          Lancaster, PA 17603</p> <p>vs.</p> <p>ITW FOOD EQUIPMENT GROUP, LLC          701 S. Ridge Avenue          Troy, Oh 45374, and at          P. O. Box 2517          Carol Stream, Il 60132, and at          2917 Wayne Street          Harrisburg, PA 17111</p> <p>And</p> <p>ILC INVESTMENTS, INC. a/p/k/d/b/a          ILC INVESTMENTS HOLDINGS, INC.          155 Harlem Avenue          Glenview, IL 60025</p> <p>And</p> <p>ILC INVESTMENTS HOLDINGS, INC.          155 Harlem Avenue          Glenview, IL 60025</p> <p>And</p> <p>HOBART CORPORATION          71 Mall Drive          Commack, NY 11725, and at          3600 W. Lake Avenue          Glenview, IL 60026          and at          Hobart World Headquarters          701 S. Ridge Avenue          Troy, OH 45374, and at</p>	<p>IN THE COURT OF COMMON PLEAS          PHILADELPHIA COUNTY</p> <p>CIVIL TRIAL DIVISION          APRIL TERM, 2020          NO. 01006</p>

2917 Wayne Street Harrisburg, PA 17111	
---	--

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF PHILADELPHIA:

I, Arthur L. Bugay, hereby certify that a true and correct copy of the Writ of Summons was served via Regular Mail and Certified Mail-Return Receipt Requested on May 1, 2020 upon Defendant, ILC Investments, Inc. a/p/k/d/b/a ILC Investments Holdings, Inc. The Certified Return Receipt is attached hereto and marked as Exhibit "A."

**GALFAND BERGER, LLP.**



BY: \_\_\_\_\_  
Arthur L. Bugay, Esquire  
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020

\_\_\_\_\_  
NOTARY PUBLIC

Dated: June 9, 2020

**CERTIFICATION OF SERVICE**

I, Arthur L. Bugay, Esquire, do hereby certify that I electronically filed the affidavit of service of the Writ of Summons upon defendant, ILC Investments, Inc. a/p/k/d/b/a ILC Investment Holdings, INC. this 6<sup>th</sup> day of June 2020 and send a copy to the following via first class mail, postage prepaid:

ILC Investments, Inc. a/p/k/d/b/a  
ILC Investments Holdings, Inc.  
155 Harlem Avenue  
Glenview, IL 60025

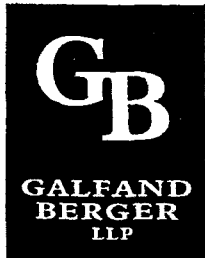
**GALFAND BERGER, LLP**

A handwritten signature in black ink, appearing to be 'AB' with a stylized flourish.

BY:

\_\_\_\_\_  
ARTHUR L. BUGAY, ESQUIRE  
Attorney for Plaintiff

# EXHIBIT A



April 21, 2020

ARTHUR L. BUGAY  
abugay@galfandberger.com

LAW OFFICES  
1835 MARKET STREET  
SUITE 2710  
PHILADELPHIA, PA 19103  
www.galfandberger.com  
FAX: 215 564 2262  
TEL: 215 665 1600  
1 800 222 8792

RICHARD M. JUREWICZ †  
DEBRA A. JENSEN  
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MICHAEL W. MCGURRIN  
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GABRIELA G. RAFUL †  
BRADLEY R. SMITH †  
FARHAN S. ALI †  
NILAM M. VAHORA  
BROOKE J. ELMI †

OF COUNSEL  
MARLA L. SOFFER †  
NORMAN J. WEINSTEIN

† ALSO ADMITTED IN NJ  
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AND

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READING, PA 19601  
TEL: 484 577 4049

BETHLEHEM OFFICE:  
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SUITE 100  
CENTER VALLEY, PA 18034  
TEL: 610 865 4212

LANCASTER OFFICE:  
1525 OREGON PIKE  
SUITE 502  
LANCASTER, PA 17601  
TEL: 717 824 3376

58239.0001  
VIA CERTIFIED MAIL, RRR  
ILC Investments, Inc. a/p/k/d/b/a  
ILC Investments Holdings, Inc.  
155 Harlem Avenue  
Glenview, IL 60025

RE: Santiago v. ITW Food Equipment Group, LLC, et al  
PCCP No. April Term, 2020 No. 01006

Dear Sir/Madam:

Please be advised that a Civil Action has been filed against your company in the Court of Common Pleas of Philadelphia County, Pennsylvania on April 21, 2020 bearing the above caption, a copy of which I am enclosing herein.

I suggest that you forward this Civil Action to your liability insurance carrier and have their attorney enter a written appearance on behalf of your Company.

Your prompt attention to this matter will be greatly appreciated.

Very truly yours,

A handwritten signature in black ink, appearing to be 'AB', written over a horizontal line.

ARTHUR L. BUGAY

ALB:cr  
Enclosure

91 7199 9991 7036 5388 9175

Case ID: 200401006



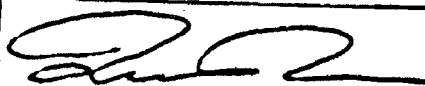


Date Produced: 05/04/2020

GALFAND BERGER LLP:

The following is the delivery information for Certified Mail™ item number 7199 9991 7036 5388 9175. Our records indicate that this item was delivered on 05/01/2020 at 08:03 a.m. in GLENVIEW, IL 60026. The scanned image of the recipient information is provided below.

Signature of Recipient :

Signature	
Name	I. Ivanov

Address of Recipient :

Address	ITW
---------	-----

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.


Sincerely,  
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 0337257 4917121858239

Case ID: 200401006

# EXHIBIT “C”

<p>GALFAND BERGER, L.L.P.          BY: Arthur L. Bugay, Esquire          PA ID: 62251          1835 Market Street, Suite 2710          Philadelphia, Pennsylvania 19103          (215) 665-1600          abugay@galfandberger.com</p>	<p style="text-align: right;">   <i>Filed and Attested by the</i>  <i>Office of Judicial Records</i>            Attorney for Plaintiff <i>M. RUSSO</i>            APR 20 2020 02:35 pm         </p>
<p>ALFREDO SANTIAGO          713 High Street          Lancaster, PA 17603</p> <p style="text-align: center;">vs.</p> <p>ITW FOOD EQUIPMENT GROUP, LLC          701 S. Ridge Avenue          Troy, Oh 45374, and at          P. O. Box 2517          Carol Stream, Il 60132, and at          2917 Wayne Street          Harrisburg, PA 17111</p> <p>And</p> <p>ILC INVESTMENTS, INC. a/p/k/d/b/a          ILC INVESTMENTS HOLDINGS, INC.          155 Harlem Avenue          Glenview, IL 60025</p> <p>And</p> <p>ILC INVESTMENTS HOLDINGS, INC.          155 Harlem Avenue          Glenview, IL 60025</p> <p>And</p> <p>HOBART CORPORATION          71 Mall Drive          Commack, NY 11725, and at          3600 W. Lake Avenue          Glenview, IL 60026          and at          Hobart World Headquarters          701 S. Ridge Avenue          Troy, OH 45374, and at</p>	<p>IN THE COURT OF COMMON PLEAS          PHILADELPHIA COUNTY</p> <p>CIVIL TRIAL DIVISION          APRIL TERM, 2020          NO. 01006</p>

2917 Wayne Street Harrisburg, PA 17111	
---	--

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF PHILADELPHIA:

I, Arthur L. Bugay, hereby certify that a true and correct copy of the Writ of Summons was served via Regular Mail and Certified Mail-Return Receipts Requested on April 27, 2020, April 28, 2020, April 29, 2020 and May 11, 2020 upon Defendant, Hobart Corporation at its different addresses. The Certified Return Receipts are attached hereto and marked as Exhibits "A" "B" "C" and "D."

**GALFAND BERGER, LLP.**



BY: \_\_\_\_\_  
Arthur L. Bugay, Esquire  
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020

\_\_\_\_\_  
NOTARY PUBLIC

Dated: June 9, 2020

**CERTIFICATION OF SERVICE**

I, Arthur L. Bugay, Esquire, do hereby certify that I electronically filed the affidavit of service of the Writ of Summons upon defendant, Hobart Corporation this 9<sup>th</sup> day of June 2020 and send a copy to the following via first class mail, postage prepaid:

Hobart Corporation  
2917 Wayne Street  
Harrisburg, PA 17111

Hobart Corporation  
Hobart World Headquarters  
701 S. Ridge Avenue  
Troy, OH 45374

Hobart Corporation  
3600 West Lake Avenue  
Glenview, IL 60026

Hobart Corporation  
71 Mall Drive  
Commack, NY 11725

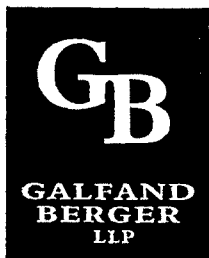
**GALFAND BERGER, LLP**

A handwritten signature in black ink, appearing to be 'A. Bugay', written over a horizontal line.

BY:

ARTHUR L. BUGAY, ESQUIRE  
Attorney for Plaintiff

# EXHIBIT A



April 22, 2020

**LAW OFFICES**

1835 MARKET STREET  
SUITE 2710  
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www.galfandberger.com  
FAX: 215 564 2262  
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ARTHUR L. BUGAY  
abugay@galfandberger.com

58239.0001

VIA CERTIFIED MAIL, RRR

Hobart Corporation

2917 Wayne Street

Harrisburg, PA 17111

**RE: Santiago v. ITW Food Equipment Group, LLC, et al**  
**PCCP No. April Term, 2020 No. 01006**

Dear Sir/Madam:

Please be advised that a Civil Action has been filed against your company in the Court of Common Pleas of Philadelphia County, Pennsylvania on April 21, 2020 bearing the above caption, a copy of which I am enclosing herein.

I suggest that you forward this Civil Action to your liability insurance carrier and have their attorney enter a written appearance on behalf of your Company.

Your prompt attention to this matter will be greatly appreciated.

Very truly yours,

A handwritten signature in black ink, appearing to be 'A. Bugay', written over a horizontal line.

ARTHUR L. BUGAY

ALB:cr  
Enclosure

91 7199 9991 7036 5388 9168

Case ID: 200401006





Date Produced: 05/04/2020

GALFAND BERGER LLP:

The following is the delivery information for Certified Mail™ item number 7199 9991 7036 5388 9168. Our records indicate that this item was delivered on 04/27/2020 at 12:24 p.m. in HARRISBURG, PA 17111. The scanned image of the recipient information is provided below.

Signature of Recipient :

PJ 1178  
Card-19

Address of Recipient :

2917  
Wayne St

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

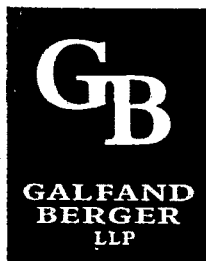
Sincerely,  
United States Postal Service

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Customer Reference Number: 0337257 4917121858239

Case ID: 200401006

# **EXHIBIT “B”**



April 22, 2020

**LAW OFFICES**

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SUITE 502  
LANCASTER, PA 17601  
TEL: 717 824 3376

ARTHUR L. BUGAY  
abugay@galfandberger.com

58239.0001

**VIA CERTIFIED MAIL, RRR**

Hobart Corporation  
Hobart World Headquarters  
701 S. Ridge Avenue  
Troy, OH 45374

**RE: Santiago v. ITW Food Equipment Group, LLC, et al**  
**PCCP No. April Term, 2020 No. 01006**

Dear Sir/Madam:

Please be advised that a Civil Action has been filed against your company in the Court of Common Pleas of Philadelphia County, Pennsylvania on April 21, 2020 bearing the above caption, a copy of which I am enclosing herein.

I suggest that you forward this Civil Action to your liability insurance carrier and have their attorney enter a written appearance on behalf of your Company.

Your prompt attention to this matter will be greatly appreciated.

Very truly yours,

A handwritten signature in black ink, appearing to be 'AB', written over a horizontal line.

ARTHUR L. BUGAY

ALB:cr  
Enclosure

91 7199 9991 7036 5388 9144

Case ID: 200401006



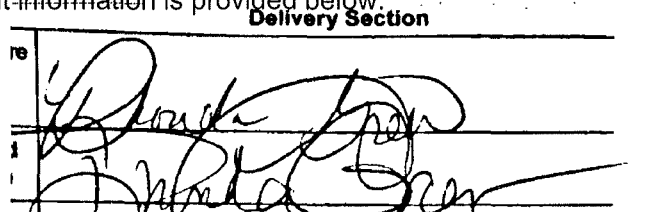
Date Produced: 05/04/2020

GALFAND BERGER LLP:

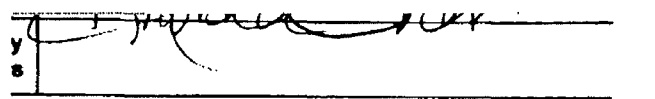
The following is the delivery information for Certified Mail™ item number 7199 9991 7036 5388 9144. Our records indicate that this item was delivered on 04/28/2020 at 09:39 a.m. in TROY, OH 45373. The scanned image of the recipient information is provided below.

Signature of Recipient :

**Delivery Section**

A handwritten signature in black ink, appearing to read "D. G. G.", written over a horizontal line. To the right of the signature is a vertical black bar.

Address of Recipient :

A handwritten address in black ink, appearing to read "11111 Main St", written over a horizontal line. To the right of the address is a vertical black bar.

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,  
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 0337257 4917121858239

Case ID: 200401006

# EXHIBIT “C”



April 22, 2020

**LAW OFFICES**

1835 MARKET STREET  
SUITE 2710  
PHILADELPHIA, PA 19103  
www.galfandberger.com  
FAX: 215 564 2262  
TEL: 215 665 1600  
1 800 222 8792

RICHARD M. JUREWICZ †  
DEBRA A. JENSEN  
MICHAEL P. MALVEY †  
MICHAEL W. MCGURRIN  
ARTHUR L. BUGAY †  
GABRIELA G. RAFUL †  
BRADLEY R. SMITH †  
FARHAN S. ALI †  
NILAM M. VAHORA  
BROOKE J. ELM †

OF COUNSEL  
MARIA L. SOFFER †  
NORMAN J. WEINSTEIN

† ALSO ADMITTED IN NJ

† BOARD CERTIFIED IN CIVIL TRIAL LAW  
AND ADVOCACY BY THE NATIONAL  
BOARD OF TRIAL ADVOCACY

† ALSO ADMITTED IN NEW YORK  
ALL ATTORNEYS AT OUR FIRM ARE  
ADMITTED IN PA

READING OFFICES:  
29 N. 6TH STREET  
READING, PA 19601  
TEL: 610 376 1696

AND

1251 N. FRONT STREET  
READING, PA 19601  
TEL: 484 577 4049

BETHLEHEM OFFICE:  
3477 CORPORATE PARKWAY  
SUITE 100  
CENTER VALLEY, PA 18034  
TEL: 610 865 4212

LANCASTER OFFICE:  
1525 OREGON PIKE  
SUITE 502  
LANCASTER, PA 17601  
TEL: 717 824 3376

ARTHUR L. BUGAY  
abugay@galfandberger.com

58239.0001

**VIA CERTIFIED MAIL, RRR**

Hobart Corporation  
3600 West Lake Avenue  
Glenview, IL 60026

**RE: Santiago v. ITW Food Equipment Group, LLC, et al**  
**PCCP No. April Term, 2020 No. 01006**

Dear Sir/Madam:

Please be advised that a Civil Action has been filed against your company in the Court of Common Pleas of Philadelphia County, Pennsylvania on April 21, 2020 bearing the above caption, a copy of which I am enclosing herein.

I suggest that you forward this Civil Action to your liability insurance carrier and have their attorney enter a written appearance on behalf of your Company.

Your prompt attention to this matter will be greatly appreciated.

Very truly yours,

A handwritten signature in black ink, appearing to be 'AB', is written over a horizontal line.

ARTHUR L. BUGAY

ALB:cr  
Enclosure

91 7199 9991 7036 5388 9151

Case ID: 200401006



Date Produced: 05/04/2020

GALFAND BERGER LLP:

The following is the delivery information for Certified Mail™ item number 7199 9991 7036 5388 9151. Our records indicate that this item was delivered on 04/29/2020 at 08:02 a.m. in GLENVIEW, IL 60026. The scanned image of the recipient information is provided below.

Signature of Recipient :

A scanned image of a handwritten signature, appearing to be "J. Hannon", written over a horizontal line.

Address of Recipient :

A scanned image of a handwritten address, appearing to be "1714", written over a horizontal line.

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,  
United States Postal Service

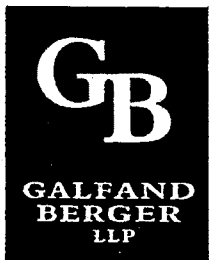
The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 0337257 4917121858239

Case ID: 200401006

# **EXHIBIT “D”**





April 22, 2020

**LAW OFFICES**

1835 MARKET STREET  
SUITE 2710  
PHILADELPHIA, PA 19103  
www.galfandberger.com  
FAX: 215 564 2262  
TEL: 215 665 1600  
1 800 222 8792

ARTHUR L. BUGAY  
abugay@galfandberger.com

58239.0001  
**VIA CERTIFIED MAIL, RRR**  
Hobart Corporation  
71 Mall Drive  
Commack, NY 11725

RICHARD M. JUREWICZ †  
DEBRA A. JENSEN  
MICHAEL P. MALVEY †  
MICHAEL W. MCGURRIN  
ARTHUR L. BUGAY †  
GABRIELA G. RAFUL †  
BRADLEY R. SMITH †  
FARHAN S. ALI †  
NILAM M. VAHORA  
BROOKE J. ELM †

OF COUNSEL  
MARLA L. SOFFER †  
NORMAN J. WEINSTEIN

**RE: Santiago v. ITW Food Equipment Group, LLC, et al**  
**PCCP No. April Term, 2020 No. 01006**

Dear Sir/Madam:

Please be advised that a Civil Action has been filed against your company in the Court of Common Pleas of Philadelphia County, Pennsylvania on April 21, 2020 bearing the above caption, a copy of which I am enclosing herein.

I suggest that you forward this Civil Action to your liability insurance carrier and have their attorney enter a written appearance on behalf of your Company.

Your prompt attention to this matter will be greatly appreciated.

Very truly yours,

A handwritten signature in dark ink, appearing to be 'A. Bugay', written over a horizontal line.

ARTHUR L. BUGAY

READING OFFICES:  
29 N. 6TH STREET  
READING, PA 19601  
TEL: 610 376 1696

AND

1251 N. FRONT STREET  
READING, PA 19601  
TEL: 484 577 4049

BETHLEHEM OFFICE:  
3477 CORPORATE PARKWAY  
SUITE 100  
CENTER VALLEY, PA 18034  
TEL: 610 865 4212

LANCASTER OFFICE:  
1525 OREGON PIKE  
SUITE 502  
LANCASTER, PA 17601  
TEL: 717 824 3376

ALB:cr  
Enclosure

91 7199 9991 7036 5388 9137

Case ID: 200401006



Add a tracking number

Showing:

All



9171999991703653889137



**Delivered:**  
PHILADELPHIA, PA 19103 on  
May 11, 2020 at 9:53 am



UPDATED 6/9/2020 11:52 AM



# EXHIBIT “D”

**FILED**

28 OCT 2020 11:01 am

**Civil Administration**

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY**  
**FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**  
**CIVIL TRIAL DIVISION**

---

ALFREDO SANTIAGO	:	COURT OF COMMON PLEAS
	:	PHILADELPHIA COUNTY
v.	:	
	:	
ITW FOOD EQUIPMENT GROUP, LLP and	:	APRIL TERM, 2020
ILC INVESTMENTS, INC. a/p/k/d/b/a ILC	:	
INVESTMENTS HOLDINGS, INC. and ILC	:	NO. 01006
INVESTMENTS HOLDINGS, INC. and	:	
HOBART CORPORATION	:	

---

## CASE MANAGEMENT CONFERENCE MEMORANDUM

Filing party: ITW Food Equipment Group LLC By: Robert W. Stanko

Counsel's address and telephone number (**IMPORTANT**) 215-575-2807

2000 Market Street, Suite 2300

Philadelphia, PA 19103

**ITW FOOD EQUIPMENT GROUP LLC IS UNABLE TO COMPLETE THIS CASE MANAGEMENT CONFERENCE MEMORANDUM AS PLAINTIFF HAS NOT FILED A COMPLAINT, AND, THUS, IT HAS NO INFORMATION REGARDING PLAINTIFF'S ALLEGED CLAIMS OR THE NATURE OF THE ALLEGED DAMAGES.**

### PART A

*(to be completed in personal injury cases)*

1. Date of accident or occurrence: \_\_\_\_\_  
 1(a). Age of Plaintiff(s) \_\_\_\_\_
2. Most serious injuries sustained: \_\_\_\_\_  
 \_\_\_\_\_
3. Is there any permanent injury claimed?  
 If yes, indicate the type of permanent injury: \_\_\_\_\_  
 \_\_\_\_\_
4. Dates of medical treatment: \_\_\_\_\_
5. Is medical treatment continuing? \_\_\_\_\_
6. Has there been an inpatient hospitalization? \_\_\_\_\_

7. Has there been any surgery? \_\_\_\_\_

If yes, indicate the type of surgery: \_\_\_\_\_

8. Approximate medical bills to date: \_\_\_\_\_

Approximate medical bills recoverable in the case: \_\_\_\_\_

9. Are there any existing liens (Workers Compensation, DPW, Medical, etc.)? \_\_\_\_\_

If yes, what type and approximate amount? \_\_\_\_\_

10. Time lost from work: \_\_\_\_\_

11. Approximate past lost wages: \_\_\_\_\_

12. Is there a claim for future lost earning capacity? \_\_\_\_\_

If yes, approximate future lost earning capacity? \_\_\_\_\_

13. Are there any related cases or claims pending? \_\_\_\_\_

If so, list caption(s) or other appropriate identifier: \_\_\_\_\_

14. Do you anticipate joining additional parties? \_\_\_\_\_

15. Plaintiff's factual position as to liability: \_\_\_\_\_

16. Defense factual position as to liability: \_\_\_\_\_

17. Defense position as to causation of injuries alleged: \_\_\_\_\_

18. Identify all applicable insurance coverage:

*Defendant*

*Insurance Carrier*

*Coverage Limits*

Are there issues as to the applicability  
of the above insurance coverage?:

☐ Yes

☐ No

19. Demand: \_\_\_\_\_

Offer: \_\_\_\_\_

# EXHIBIT “E”



**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY  
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA  
TRIAL DIVISION – CIVIL**

Santiago

Vs

ITW Food Equipment Group

April TERM 2020

No. 1006

**RULE RETURNABLE**

Santiago Vs Itw Food Equipment Group, Llc E-RLFIS



20040100600031

AND NOW, this 5<sup>th</sup> day of February, 2021, a rule is hereby issued to show cause why this matter should not be non-prossed for failure to file a complaint in a timely manner.

Rule Returnable via Virtual Courtroom video-conference on March 3rd, 2021 at 10:00 a.m.

All counsel and unrepresented parties shall appear via video-conference unless the case is settled withdrawn, or a complaint is filed. If this case is settled, withdrawn, or a complaint is filed, counsel must notify the court immediately in writing<sup>1</sup> and upon proper notification, the Rule will automatically be dissolved.

**IT IS FURTHER ORDERED** as follows:

1. Counsel must monitor their email for an invitation to join the Zoom proceeding. The email will be sent approximately 2 days before the proceeding.
2. All counsel and participants must follow the Court's "Notice to the Bar" Policies and Protocols for Use of Advanced Communication Technology for Court

<sup>1</sup> Written notification shall be faxed to the Honorable Arnold L. New C/O Stephen Harvey, 2020 Major Jury Program Administrator 215-686-2607, or emailed to [stephen.harvey@courts.phila.gov](mailto:stephen.harvey@courts.phila.gov) or [new.virtualcourtroom@courts.phila.gov](mailto:new.virtualcourtroom@courts.phila.gov)

Proceedings in CivilMatters (available <http://www.courts.phila.gov/covid-19>.) Counsel shall provide a copy of this Notice to the Bar to each participant that they intend to invite to the proceeding.

3. A court reporter will be present to transcribe the proceeding. No audio/video recording of the proceeding is permitted except by the official court reporter.

4. Counsel must exchange all documents (in PDF format via email) that they expect to use no later than 5 days prior to the proceeding. The documents must include all exhibits and demonstratives. In addition, no later than 5 days prior to the proceeding, Counsel shall email Chambers at ([new.virtualcourtroom@courts.phila.gov](mailto:new.virtualcourtroom@courts.phila.gov)) a copy of all documents that they expect to use during the proceeding. All documents submitted in advance of the Zoom proceeding are subject to the Pennsylvania Rules of Evidence. After the proceeding, Counsel shall meet and confer regarding the docketing of all documents that were used during proceeding.

5. Counsel shall email Chambers and also electronically file with the Office of Judicial Records any stipulations as well as any proposed form Order no later than 5:00 p.m. on the day before the proceeding. Counsel shall also email Chambers a list of participants and proposed witnesses along with an email address and phone number for each person. Such list shall identify whether the person is a party, witness or other participant, the order in which they are expected to speak, and an estimate of the amount of time their testimony will require.

6. Any participant who does not have access to Zoom technology may request leave of court to participate by audio only. Any participant joining by audio only must email the phone number from which they will access the proceeding to email Chambers at ([new.virtualcourtroom@courts.phila.gov](mailto:new.virtualcourtroom@courts.phila.gov)) no less than one hour in advance of the proceeding.

7. Counsel and clients should join the Zoom proceeding at least 10 minutes prior to start of proceeding in case there are any technical difficulties. Counsel are advised that if they are not in the Zoom waiting room at least 10 minutes prior to the start of the proceeding (or they have not otherwise contacted Chambers), they risk having the proceeding start in their absence.

8. Counsel and all unrepresented parties must email Chambers at ([new.virtualcourtroom@courts.phila.gov](mailto:new.virtualcourtroom@courts.phila.gov)) and provide cell phone numbers prior to the proceeding in the event of an unexpected technology interruption before or during the Zoom proceeding.

9. Counsel is responsible to oversee clients and witnesses within their control to make sure their clients and witnesses follow this protocol as well as all of the Court's orders. Counsel is also responsible for ensuring that their clients, witnesses and participants have a functional Zoom technology to participate in the proceeding.

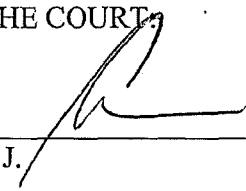
10. All persons are advised that in the event any person's Zoom visual connection fails, the audio function will continue, and the proceeding will continue as



planned. Persons are further advised to participate in the proceeding by calling the toll free number in the event that that person's Zoom technology fails in its entirety.

11. Any questions regarding this Order shall be emailed to [new.virtualcourtroom@courts.phila.gov](mailto:new.virtualcourtroom@courts.phila.gov) with a copy to all counsel and any unrepresented parties.

BY THE COURT,

  
\_\_\_\_\_  
New, J.



**FIRST JUDICIAL DISTRICT OF PENNSYLVANIA  
PHILADELPHIA COURT OF COMMON PLEAS  
TRIAL DIVISION – CIVIL**

Thursday, July 16, 2020

**NOTICE TO THE CIVIL BAR**

**POLICIES AND PROTOCOLS FOR USE OF ADVANCED COMMUNICATION  
TECHNOLOGY FOR COURT PROCEEDINGS IN CIVIL MATTERS**

Pursuant to paragraph 3 of Administrative Order, Amended No. 33 of 2020, dated May 21, 2020, the Court adopts the following Protocols and Policies for all proceedings in civil matters that will be held using Advanced Communication Technology:

1. Trial Division – Civil will use Zoom video conferencing services (“Zoom”) as the designated Advanced Communication Technology for certain proceedings in civil matters.
2. All participants – counsel, clients and witnesses – shall familiarize themselves with Zoom in advance of the proceeding.
3. When signing into Zoom, each participant shall use only their first and last name as their screen name along with an appropriate designation such as “plaintiff’s counsel, plaintiff or witness. For example, a proper screen name is “Jane Doe – plaintiff’s counsel.” The screen name cannot be an email address or nickname, e.g., southsidejohnny@gmail.com.
4. All participants must confirm that their computer audio is enabled and that their Internet connection is working properly and with sufficient signal strength. Where possible, participants should use a desktop computer rather than a mobile device. When using a mobile device, ensure that device is sufficiently charged and/or plugged into a power source.
5. Counsel shall make every effort to ensure that the witness/party can use Zoom and can view exhibits via Zoom. The camera should be positioned such that the person’s entire face and shoulders are visible.

6. During testimony by a party or witness, no one is permitted to communicate – via text or chat application or any other means – with the testifying witness except by way of on the record oral questions directed toward that witness.
7. If counsel is muted and has an objection or requests permission to address the Court, counsel should physically raise their hands so that the Court may recognize counsel.
8. If during the course of the proceeding it becomes necessary for counsel to consult with a client in private, counsel may raise their hand to request to be sent to a breakout room for a short time to have a private conversation.
9. If a participant's video freezes and that participant is unable to restart video, the participant shall dial-in to the Zoom proceeding and use audio only.
10. Counsel and parties must treat the proceeding as if it were in open court so appropriate dress and decorum are required.
11. Counsel and parties must silence all other electronic devices.
12. No participant may use a virtual background without Court permission.
13. Participants are reminded that everyone must appear on camera during the entire hearing, whether or not they are speaking, unless the Court directs otherwise. Participants must limit or eliminate possible background distractions.
14. All participants must be able to review exhibits while also participating in a Zoom proceeding.
15. Pa. Rule of Judicial Administration No. 1910 provides that it "is unlawful and a criminal offense to use or operate a device to capture, record, transmit or broadcast a photograph, video, motion picture or audio of a proceeding or person within a judicial facility or in an area adjacent to or immediately surrounding a judicial facility without the approval of the court or presiding judicial officer or except as provided by rules of court." The Zoom proceeding takes place in a virtual courtroom and constitutes a judicial facility. As such, any broadcasting, transmitting, video recording, audio recording, photographing, taking screenshots and/or otherwise saving or reproducing of the proceeding is strictly prohibited and is subject to penalties including contempt of court.

Honorable Jacqueline F. Allen  
Administrative Judge, Trial Division

Honorable Arnold L. New  
Supervising Judge, Trial Division – Civil

Honorable Gary S. Glazer  
Supervising Judge, Trial Division – Commerce

# EXHIBIT “F”

Filed and Attested by the  
Office of Judicial Records  
NOTICE FILE 2021 09 31 am  
M. RUSSO

**TO: All Defendants**

You are hereby notified to file a written response to the enclosed Complaint within twenty (20) days from the date of service hereof or a judgment may be entered against you.

/s/Arthur L. Bugay

**Attorney for Plaintiff**

**THIS IS NOT AN ARBITRATION CASE  
AN ASSESSMENT OF DAMAGES HEARING IS  
REQUIRED**

ALFREDO SANTIAGO  
713 High Street  
Lancaster, PA 17603

vs.

ITW FOOD EQUIPMENT GROUP, LLC  
701 S. Ridge Avenue  
Troy, Oh 45374, and at  
P. O. Box 2517  
Carol Stream, Il 60132, and at  
2917 Wayne Street  
Harrisburg, PA 17111

And

ILC INVESTMENTS, INC. a/p/k/d/b/a  
ILC INVESTMENTS HOLDINGS, INC.  
155 Harlem Avenue  
Glenview, IL 60025

And

ILC INVESTMENTS HOLDINGS, INC.  
155 Harlem Avenue  
Glenview, IL 60025

And

HOBART CORPORATION  
71 Mall Drive

IN THE COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY

CIVIL TRIAL DIVISION

APRIL TERM, 2020

NO. 01006

Commack, NY 11725, and at 3600 W. Lake Avenue Glenview, IL 60026 and at Hobart World Headquarters 701 S. Ridge Avenue Troy, OH 45374, and at 2917 Wayne Street Harrisburg, PA 17111	
---	--

**NOTICE**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PHILADELPHIA BAR ASSOCIATION  
Lawyer Referral and Information Service  
1101 Market Street, 11th Floor  
Philadelphia, Pennsylvania 19107  
(215) 238-6300

**AVISO**

Le han demandado en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo de la demanda y notificacion para asentar una comparecencia escrita en persona o por su abogado y archivar con la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte puede continuar la demanda en contra suya y puede entrar una decision contra usted sin aviso o notificacion adicional por la cantidad de dinero de la demanda o

por cualquier reclamacion hecha por el demandante. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

USTED DEBE DE LLEVAR ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE PARA PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITO ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

ASOCIACION DE ABOGADOS DE FILADELFIA  
Servicio De Referencia E Informacion Legal  
1101 Market Street, 11th Floor  
Filadelfia, Pennsylvania 19107  
(215) 238-6300

<p>GALFAND BERGER, L.L.P.          BY: Arthur L. Bugay, Esquire          PA ID: 62251          1835 Market Street, Suite 2710          Philadelphia, Pennsylvania 19103          (215) 665-6810/(215) 805-3466 (cell)          abugay@galfandberger.com</p>	<p>Attorney for Plaintiff</p>
<p>ALFREDO SANTIAGO          713 High Street          Lancaster, PA 17603</p> <p>vs.</p> <p>ITW FOOD EQUIPMENT GROUP, LLC          701 S. Ridge Avenue          Troy, Oh 45374, and at          P. O. Box 2517          Carol Stream, Il 60132, and at          2917 Wayne Street          Harrisburg, PA 17111</p> <p>And          ILC INVESTMENTS, INC. a/p/k/d/b/a          ILC INVESTMENTS HOLDINGS, INC.          155 Harlem Avenue          Glenview, IL 60025          And</p> <p>ILC INVESTMENTS HOLDINGS, INC.          155 Harlem Avenue          Glenview, IL 60025</p> <p>And</p> <p>HOBART CORPORATION          71 Mall Drive          Commack, NY 11725, and at          3600 W. Lake Avenue          Glenview, IL 60026          and at          Hobart World Headquarters          701 S. Ridge Avenue          Troy, OH 45374, and at          2917 Wayne Street          Harrisburg, PA 17111</p>	<p>IN THE COURT OF COMMON PLEAS          PHILADELPHIA COUNTY</p> <p>CIVIL TRIAL DIVISION</p> <p>APRIL TERM, 2020</p> <p>NO. 01006</p> <p>JURY TRIAL DEMANDED</p>



**COMPLAINT - PRODUCTS LIABILITY**

**I. PARTIES:**

1. Plaintiff Alfredo Santiago is a citizen and resident of the Commonwealth of Pennsylvania, residing therein at 713 High Street, Lancaster, Pennsylvania 17603.

2. Defendant ITW Food Equipment Group, LLC (“ITW”) is, upon information and belief, a Delaware Corporation with a principal place of business located at 701 S. Ridge Avenue, Troy, Ohio 45374.

3. Upon information and belief, it is believed that Defendant ITW Food Equipment Group, LLC, at all relevant times alleged herein, has been in the business of manufacturing, designing, distributing and selling commercial food preparing machines including, but not limited to, meat mixing machines such as the one at issue in this civil matter.

4. Defendant ITW Food Equipment Group, LLC is registered to conduct business in the Commonwealth of Pennsylvania; it is believed and averred that it has been registered at relevant times as Entity No. 3061764.

5. It is believed and averred that Defendant ITW Food Equipment Group, LLC also conducts business under the trade name Hobart Corporation, a company that, upon information and belief, it acquired and which, upon information and belief, merged into Defendant ITW Food Equipment Group, LLC.

6. It is believed and averred that Defendant ITW Food Equipment Group, LLC identifies “Hobart” as a brand and, upon information and belief, Defendant advertises “Hobart” as a division of Defendant ITW Food Equipment Group, LLC.

7. Based on information and belief, Defendant ITW Food Equipment Group, LLC regularly conducts business in the City and County of Philadelphia and accepts service through CT Corporation System in Philadelphia at 1515 Market Street, Suite 1210, Philadelphia, Pennsylvania 19102.

8. It is believed and averred that, at relevant times alleged herein, Defendant ITW Food Equipment Group, LLC performed service work, which it had undertaken for the subject product, identified herein, incorporated by reference through its division, Hobart Service, which is not a legal entity.

9. It is believed and averred that Defendant ITW Food Equipment Group, LLC performed such services under an agreement which Defendants refer to as a “Hobart Care Service Agreement” or a “service contract” with purchasers of ITW Food Equipment Group, LLC brand products, including for the subject product, a Hobart Model Mixer Grinder identified as a Model MG2032 Mixer Grinder.

10. It is believed and averred that the subject Hobart Mixer Grinder, identified as Model MG1532, was purchased in or around February 11, 2008 in a direct purchase by Plaintiff’s employer, Weis Markets, Inc., based in Sunbury, Pennsylvania, for delivery at the Weis Market Store No. 41, located at 1204 Millersville Pike, in the Manor Shopping Center.

11. Defendant Hobart Corporation is believed and averred to no longer be an operation and/or a viable legal entity as it was, upon information and belief, acquired and/or merged into Defendant ITW Food Equipment Group, LLC sometime after February 11, 2008.

12. Defendant Hobart Corporation, at one time, is believed to have had a sales location at 71 Mall Drive, Commack, New York 11725.

13. Based on information and belief, Defendant Hobart Corporation, when in business, was a Delaware Corporation and had a principal place of business located in Troy, Ohio.

14. It is believed and averred that Defendants have published a Manual and catalog of replacement parts that identifies the product seller as "Hobart Corporation 701 S. Ridge Avenue Troy, Ohio 45374-0001."

15. It is believed and averred that, at relevant times, Defendants have engaged in the sale of parts and provision of service for "Hobart" brand meat mixers, including for the subject product.

16. It is believed and averred that the subject product is referred to by Defendants as a "Mixer-Grinder."

17. It is believed and averred that the subject product was designed by Defendants identified herein.

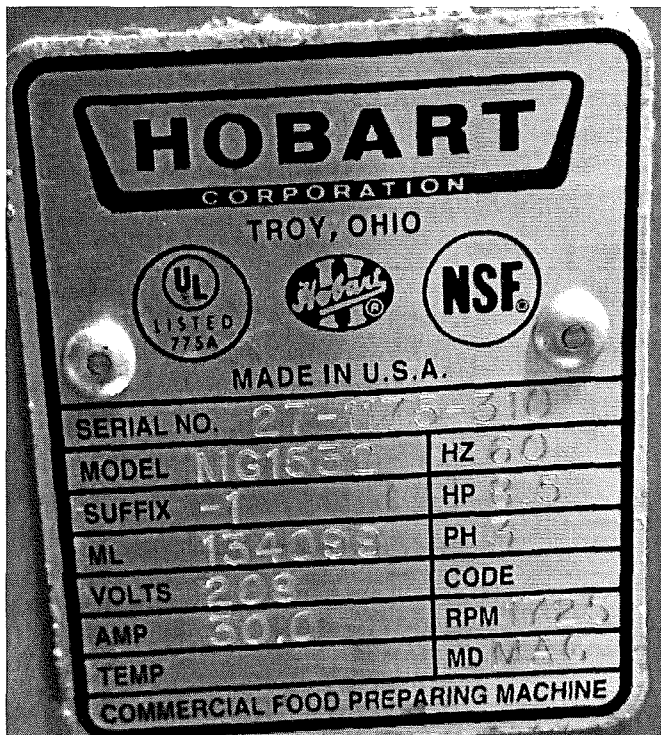
18. It is believed and averred that the subject product was manufactured by Defendants identified herein.

19. It is believed and averred that the subject product was sold by Defendants identified herein.

20. It is believed and averred that Defendants are otherwise responsible for product defects associated with the subject product pursuant to (a) a statutory merger; (b) a de facto merger; (c) Defendants are a continuation of the product manufacturer; (d) the Pennsylvania product line exception; (e) other doctrines establishing successor liability.

21. At all relevant times alleged herein, Defendants are and have been regularly engaged in the business of selling commercial food preparing machines and products such as the subject Model MG1532, serial number 27-1175-310.

22. The photograph below shows the identification plate for the subject Hobart Mixer Grinder:



**Figure 1: Subject Product, Commercial Food Preparing Machine, Name Plate**

23. It is believed and averred that the serial number for the subject Hobart Mixer Grinder is 27-1175-310.

24. It is believed and averred that the subject Mixer Grinder is a 60hz 208 volt 3 phase electrical design.

25. It is believed and averred that in or around 2011, Defendant ITW Food Equipment Group, LLC acquired all or substantially all of the assets of Hobart Corporation.

26. It is believed and averred that Defendant ITW Food Equipment Group, LLC is the successor to Hobart Corporation as discussed herein.

27. It is believed that Defendant Hobart Corporation became part of Defendant ITW Food Equipment Group, LLC in or around 2001.

28. Based on information and belief, it is believed that Defendant ITW Food Equipment Group, LLC is a Delaware Corporation with a principal place of business located at 701 S. Ridge Avenue, Troy, Ohio 43574.

29. It is believed and averred that Defendant ITW Food Equipment Group, LLC (hereinafter also referred to as "ITWFEG") has conducted business as "Hobart Corporation" and as "Hobart Service Corporation."

30. It is believed that Defendant ILC Investments, Inc. did not design, manufacture, or sell and is not a successor to the subject product manufacturer.

31. Alternatively, Plaintiff avers that Defendant ILC Investments, Inc. designed, manufactured, and/or sold the subject product and/or is a successor to the subject product's manufacturer.

32. It is believed and averred that Defendant ILC Investments, Inc., may also be known as ILC Investment Holdings, Inc., which is, upon information and belief, is an Illinois corporation with a principal place of business located at 501 State Street, Ottawa, Illinois 61350.

33. It is believed and averred that these companies are one and the same and all averments are referred to each company ILC Investments, Inc., and ILC Investment Holdings, Inc. interchangeably as one entity as ITC herein.

34. All averments referencing ITC refer to Defendants ILC Investments, Inc., and ILC Investment Holdings, Inc. as if fully set forth at length individually and separately, jointly and severally.

35. In this Complaint, Defendants may also be referred to as “Defendants Hobart” or as “Defendants ITWFEG”.

36. All averments referencing “Defendants Hobart” or “Defendants ITWFEG” refer to Defendants, identified herein, jointly, individually, and severally.

37. Defendants, upon information and belief, regularly and continuously conduct business in the Commonwealth of Pennsylvania, and were so at all relevant times.

38. It is believed and averred that Defendants, particularly Defendants Hobart and ITWFEG have, at relevant times, regularly and continuously have conducted business in the City and County of Philadelphia.

39. It is believed and averred that Defendant ITWFEG is registered with the Pennsylvania Secretary of State as a foreign business entity and has continuously maintained this registration since 2002.

40. On April 30, 2018, Plaintiff was an intended user of a “Hobart” Model MG1532 Mixer-Grinder when he was seriously and permanently injured and disfigured by this product, designed, manufactured, and/or sold by Defendants ITWFEG, identified herein, incorporated by reference.

## **II. JURISDICTION, VENUE, AND PROCEDURAL HISTORY**

41. Jurisdiction is proper over Defendants pursuant to the Pennsylvania Long Arm statute, 42 Pa.C.S.A. § 5301(a), et seq. and Pennsylvania law as the tortious injury giving rise to this cause of action occurred in the Commonwealth of Pennsylvania.

42. Venue is proper pursuant to Rules 2179(a)(2) and 1006 of the Pennsylvania Rules of Civil Procedure.

43. Plaintiff commenced this civil action by writ of summons on April 21, 2020.

44. Plaintiff's civil action was docketed as April Term 2020, Number 001006, which is this civil matter.

45. Defendants were served with Plaintiff's writ of summons pursuant to the Pennsylvania Rules of Civil Procedure by May 4, 2020.

46. This Complaint is a continuation of Plaintiff's original civil action commenced by writ of summons.

47. In this civil action, Plaintiff avers that Defendants acted by and through their respective employees, agents, servants, borrowed servants, and representatives at all relevant times alleged herein.

48. It is believed and averred that, at all relevant times alleged herein, Defendants, by license or otherwise, regularly and continuously have used the name "Hobart" and have adopted same for their products, as a brand reference, for their business purposes.

49. It is believed and averred that Defendants, by placing the name "Hobart" on the subject product, are ostensible manufacturers and are "manufacturers" of the subject product pursuant to Pennsylvania law, a jurisdiction that has adopted Section 400 of the Restatement (Second) of Torts.

### **III. DEFENDANTS' PRODUCT, SALE, AND SERVICE CONTRACT**

50. It is believed and averred that Weis Markets, Inc., based in Sunbury, Pennsylvania, purchased the subject Hobart Model MG1532-1 Mixer/Grinder for approximately \$8,470.00 from Defendant Hobart Corporation, its employees, servants, and/or agents on or about January 10, 2008, for Defendant Hobart Corporation to deliver, by agent, contractor, or otherwise, this subject product directly to Weis Markets' Store Number 41, located at 1204 Millersville Pike, Manor Shopping Center, Lancaster, PA 17603-6656, pursuant to Purchase Order No. 752026.



51. It is believed and averred that, at this time, in 2008, Defendant Hobart Corporation was Defendant ITWFEG.

52. It is believed and averred that the subject product was sold by Defendant ITWFEG and/or by Defendants ITWFEG.

53. It is believed and averred that Defendants ITWFEG and/or Defendant ITWFEG designed this product and manufactured this subject product.

54. It is believed and averred that the subject product was delivered by Defendants ITWFEG and/or their employees and/or agents on or around February 11, 2008.

55. It is believed and averred that, at relevant times, Defendants created a service contract (hereinafter referred to as the “service contract”) for the subject product with Plaintiff’s employer, Weis Markets.

56. Plaintiff does not possess a copy of this service contract; but Plaintiff believes and avers that this service contract is in Defendants’ possession and control.

57. It is believed and averred that Defendants identify Defendant ITW Food Equipment Group, LLC as “Hobart” in this identified “service contract.”

58. It is believed and averred that Defendants maintain a service provider, by their employees, servants, and/or agents whom they designate to be “authorized” service providers who provided service actions for the subject product at relevant times alleged herein.

59. It is believed that the service provider for the subject product included Defendants’ employees, servants, and/or agents located at 2917 Wayne Street, Harrisburg, PA 17111.

60. It is believed and averred that the aforementioned service contract provided for Defendants’ repair, service, and maintenance for the subject product.



61. It is believed and averred that Defendants hired and trained the “Hobart Service Technicians” and stated that they are the “most knowledgeable technicians in the industry.”

62. It is believed and averred that Defendants represented that the subject product was sold without defect, in design, manufacture, or function and that this product would function for its particular purposes and would be free of defect to provide its operations safely without injury to its intended users.

63. It is believed and averred that Defendants designed, manufactured, and sold their product, the subject product, without everything necessary to make it safe for its intended uses and its foreseeable misuses.

64. Defendants’ product’s defective and unsafe condition rendered it unreasonably dangerous for its intended and foreseeable uses and operations.

65. It is believed and averred that, before Plaintiff’s injury, Defendants knew or, through reasonable care, should have known about operators of its subject model product, the Hobart Model 1532 Mixer-Grinder, being injured by the product’s moving components which did not stop, for the machine to become de-energized or rendered in a safe condition, in a zero mechanical state or otherwise non-operable position when the product’s hopper lid was opened.

66. It is believed and averred that Defendants’ design, for this model and subject product, included or should have included durable feasible safety components that would have rendered the product incapable of operation, preventing, among other things, the product’s auger/mixing arm/conveyor assembly from operation while the product’s hopper lid was in an open position.

67. It is believed and averred that the subject product was without substantial change at the time of Plaintiff’s injury from when it was designed, manufactured, sold, and placed into the stream of commerce by Defendants.

68. It is believed that Defendants knew or, through reasonable care, should have known that the subject product's hopper lid interlock was not properly or reasonably functioning or operating at the time of Plaintiff's injury and before.

69. It is believed and averred that Defendants, through their service providers, undertook to provide (a) proper; (b) reasonable; and (c) timely (d) competent service and repairs for the subject product, at relevant times alleged herein.

**IV. DEFENDANTS' IMPROPER SERVICE/REPAIR AND PLAINTIFF'S INJURY**

70. It is believed and averred that, pursuant to this service agreement, Defendants were called to provide service repairs for the subject product on or before March 12, 2018 and that, pursuant to this contract service call, Defendants generated Work Order WO0662326 which involved Defendants, by and through their personnel, employees, servants, agents, and/or representatives to go to Weis's store for the subject product, to perform inspection, service, testing, and repairs so that the product would function properly and safely and that, among other things, its safety features would function during the product's operations to minimize operator and user injury and danger.

71. Defendants' failure to properly, reasonably, and/or competently perform its undertakings, directly and/or indirectly, resulted and proximately caused Plaintiff's injuries and damages.

72. It is believed and averred that Defendants, through their service department, Defendants' employees, servants, agents, and/or authorized service representatives marked this service call complete by March 21, 2018.

73. It is believed and averred that Defendants' March service call and inspection and repair was for the product's controls and electrical operations and that, reasonable inspection and repair

would have included testing, inspection, repair, and evaluation of the product's safety features, including its Hopper lid interlock features and components.

74. It is believed and averred that Defendants Hobart/ITWFEG did not lock out, warn, tag out, or otherwise inform Weis that the subject product was not operating properly or had any safety problems or that the subject product's Hopper interlock was not operating safely or reliably.

75. It is believed that Defendants, instead, identified the subject product as being safe for operation and without any condition that would render it unsafe.

76. It is believed and averred that Defendants, by their employees, servants, agents, and/or designated repair personnel, identified the product as being without substantial change after this March service repair.

77. It is believed and averred that Defendants did not properly or reasonably perform inspection, testing, repair, and safety evaluation of the subject product and, as a direct and proximate result of Defendants' failure to properly, reasonably, or safely perform this undertaking, Plaintiff suffered grievous and permanent injuries on April 30, 2018.

78. It is believed and averred that Defendants knew, at all relevant times, before the sale of the subject product, that the product's operating components, its Hopper area with moving parts, posed a safety hazard for operators and users and that this area required all feasible safety components and devices to make it safe for operations and use and not unreasonably dangerous and defective.

79. It is believed and averred that Defendants knew at all relevant times that warnings or instructions are not a reasonable or proper or safe substitute for designed safety components to protect the user and operator.

80. It is believed and averred that Defendants' failure to use reasonable care in performing its undertaking or those of its designated service provider was a direct and proximate result of Plaintiff's injuries and damages.

**V. DEFENDANTS' PRODUCT DEFECTS**

81. On April 30, 2018 Plaintiff suffered injuries to his left arm and extremity when he was injured by the subject product which Defendants sold without feasible safety features that would have prevented Plaintiff's injuries and damages.

82. It is believed and averred that Defendants, through their servicing employees, servants, agents, and/or designated authorized repair personnel, performed maintenance, service, repair, and inspections of the subject product after its sale, before Plaintiff's injury and that Defendants had inspected the subject product and had stated that it had performed repairs on its controls before Plaintiff's injury and accident of April 30, 2018.

83. It is believed and averred that Defendants had a duty to warn Plaintiff and his employer of any unsafe condition with the subject product and that, notwithstanding this duty, Defendants failed to perform this duty with reasonable and proper care by:

- a. Failing to properly or reasonably inspect the subject product with reasonable care;
- b. Failing to properly or reasonably repair the subject product;
- c. Failing to properly or reasonably maintain the subject product;
- d. Failing to properly or reasonably service the subject product;
- e. Failing to properly or reasonably communicate about unsafe conditions to the subject product;
- f. Failing to communicate that the subject product was in an unreasonably dangerous condition and should not be operated;

- g. Replacing the subject product's parts with parts that rendered it unreasonably dangerous.

84. It is believed that the subject model product is defectively designed and did not perform to consumer expectations and is defective due to its operation while the hopper lid is in the open position and failure to shut off with no function in a zero mechanical state or otherwise in a safe fashion without causing injury to the user or operator.

85. Defendants' products' defects include, and Defendants' liability in negligence and strict liability are premised upon but are not limited to the following:

- a. The failure to incorporate a proper or feasible interlock safety system for its hopper and moving components, including but not limited to a fuse system to protect the interlock switch, which would shut off electric power to the system before damage to the user or operator;
- b. The failure to properly or feasibly enclose the control system to protect it from moisture and corrosive or material debris to cause non-functioning of the Hopper interlock system;
- c. The failure to properly or feasibly incorporate a safety shut off system that would prevent operation without fail during any point when the Hopper cover/lid is not fully enclosed;
- d. The failure to incorporate proper and feasible safety guards that are interlocked to prevent operation when the Hopper cover is not fully enclosed as a failsafe safety system to prevent and minimize operator and user injuries;

- e. Failing to incorporate on the subject product all feasible safety devices, guards, and interlocks to make the product safe for its users and operators and without any condition to render it unreasonably dangerous and/or defective;
- f. Selling a product that was defective and/or unreasonably dangerous and without everything necessary to make it safe for its intended uses and foreseeable misuses;
- g. Failing to incorporate and provide proper, feasible, and complete warnings and instructions regarding the subject product to make it safe for its uses and operations and not unreasonably dangerous and/or defective;
- h. Other defective and dangerous conditions that rendered the subject product unreasonably dangerous and/or defective;
- i. Selling the product and/or failing to prevent its condition as sold or serviced to be operable with the hopper lip or lid open and/or selling the product without a failsafe means to absolutely prevent its operation with the hopper lid open.

## **VI. PLAINTIFF'S INJURY AND DAMAGES**

86. Defendants' product's defects caused Plaintiff serious and grievous injuries and damages.

87. Plaintiff's medical costs exceed \$45,957.71 as of August 5, 2019.

88. At the time of Plaintiff's injury, he was earning steady wages as an employee of Weis Markets until his injury and suffered wage and employment losses as a direct and proximate result of Defendants' defective product and/or Defendants' negligence set forth herein.

89. Plaintiff's injuries and damages exceed \$50,000.00, excluding interest, costs, and delay damages.

90. As a direct and proximate result of Defendants' product's defective conditions, as sold and placed in the stream of commerce, by its design, manufacture, assembly, sale and/or

components, therein, Plaintiff suffered permanent and severe injuries that include: (a) injuries to his bones, muscles, ligaments, and nerves, and sequelae thereto; (b) injuries and damage to his left arm and extremity, including, but not limited to (i) an open posterior dislocation to his left elbow and (ii) a Type I or II open displaced fracture of his coronoid process to his left ulna; (c) injuries and damages requiring emergency medical treatment, including a closed reduction to Plaintiff's left elbow operation; (d) medical treatment and costs, past and future; (e) wage loss, past and future; (f) pain, suffering, past and future; (g) disfigurement; (h) lost enjoyment of life's pleasures, past and future; and (i) other damages, some or all of which are permanent in nature.

91. Plaintiff was a young man at the time of this incident and will suffer from his injuries caused by Defendant's negligence and/or Defendant's defective product for the rest of his life.

#### **VII. PLAINTIFF'S CIVIL CLAIMS**

92. Plaintiff hereby repeats and reaffirms the aforementioned averments as if fully set forth at length herein.

#### **COUNT I-NEGLIGENCE**

#### **PLAINTIFFS v. DEFENDANTS ITWFEG**

For his First Count, Plaintiff avers as follows:

93. Plaintiff hereby incorporates by reference the above paragraphs as if fully set forth at length herein.

94. Plaintiff's injuries and damages were caused by the negligence of Defendants, which arose through Defendants' negligence, carelessness and/or Defendant's failure to use reasonable or ordinary care, Defendants' recklessness and/or wrongdoing and/or Defendants' disregard and/or improper or unreasonable regard for the safety of others, by act and/or omission, including, but not limited to, *inter alia*, Defendants':

- a. Failure to design, manufacture, sell and/or supply the subject product with due care;
- b. Failure to incorporate on the subject product proper or adequate safety features for its intended and/or foreseeable uses, misuses and/or use;
- c. The failure to properly or adequately guard the aforementioned product to prevent and/or minimize injury to users and/or operators, such as Plaintiff, during the product's intended and/or foreseeable uses;
- d. The failure to incorporate feasible, material, safety components and/or features, which would prevent or minimize the product's risk of injury during the product's foreseeable and/or intended uses;
- e. The failure to suggest, supply, sell, incorporate and/or instruct with regard to feasible and/or reasonable injury and/or accident prevention devices that could have been used with the subject product to minimize and/or prevent injury, during the product's foreseeable and/or intended uses;
- f. The failure to minimize to the fullest extent feasible the product's hazards and/or risks associated with the subject product's use, its intended use and/or foreseeable uses;
- g. The failure to provide every device and/or element necessary to make the product safe for its intended uses and/or its foreseeable uses;
- h. The failure to properly or adequately test and/or inspect the subject product with reasonable care to determine whether the product could be used without injuring its intended users, foreseeable users and/or operators;
- i. The failure to provide proper or adequate warnings and/or instructions regarding the product's hazards and/or dangers and/or instructions with regard to how to prevent or



minimize injury with regard to the product through proper or adequate safety features and/or use;

j. The failure to properly or adequately determine, inspect, test and/or assess the product's dangers and/or hazards associated with its intended and/or foreseeable uses;

k. The failure to comply with applicable industry and/or government statutes, regulations and/or standards, customs or practices;

l. The failure to properly or adequately inspect the subject product;

m. The failure to properly or adequately test the subject product;

n. The failure to design, manufacture, sell or supply the subject product with adequate guards and/or safety devices;

o. The failure to incorporate feasible safety devices and/or controls, including but not limited to jogging controls and/or proper or adequate emergency stop controls, end user/operator guards, controls and/or devices;

p. The failure to properly, reasonably, or adequately inspect, repair, maintain, and/or service the subject product;

q. The failure to properly or adequately incorporate feasible local controls and/or devices to unjam and/or clear debris;

r. The failure to incorporate a proper or adequate guarding system;

s. The failure to properly or adequately train with regard to the subject product;

t. The failure to properly or adequately incorporate feasible local controls and/or components to unjam and/or clear debris;

u. The failure to properly or reasonably adhere to internal standards and/or industry standards for design safety and/or repair/service protocols;

- v. The failure to properly or reasonably perform an undertaking;
- w. The failure to properly or adequately assemble or set up the subject product;
- x. Negligence per se;
- y. The failure to correct unsafe conditions;
- z. The failure to adhere to government regulation, law, industry standard, custom

and/or reasonable practices

- aa. The failure to incorporate proper or adequate interlocked safety devices;
- bb. The failure to sell, use or supply proper or adequate safety devices;
- cc. The failure to perform Defendant's undertaking with regard to the subject

product's sale, installation, training and/or assembly, with due or proper care;

- dd. The failure to supply safe chattel with proper safety components;
- ee. The failure to properly or adequately sell or set up the subject product with all

feasible safety features, instructions and/or warnings;

- ff. The failure to provide Defendant's product with proper or adequate guards;
- gg. The failure to incorporate a design that makes the product return immediately to a

zero mechanical state when E-Stop/life line emergency stops are activated;

- hh. The failure to provide proper or adequate post-sale instructions or warnings;
- ii. The failure to provide proper or adequate supervision, start-up, testing and/or instruction pursuant to the sale or otherwise undertaken by Defendant.

95. As a direct and proximate result of Defendants' carelessness, recklessness, negligence and/or wrongdoing, and/or Defendants' failure to use reasonable or ordinary care, Plaintiff suffered injuries and damages described above, incorporated herein by reference.

**WHEREFORE**, Plaintiff demands judgment for an amount in excess of Fifty Thousand

(\$50,000.00) Dollars, exclusive of interest, delay damages, and costs. Plaintiff further demands interest, costs and delay damages from said Defendants, jointly and severally.

**COUNT II-STRICT LIABILITY**

**PLAINTIFFS v. DEFENDANTS ITWFEG**

For his Second Count, Plaintiffs aver as follows:

96. Plaintiffs hereby incorporate by reference the above paragraphs as if fully set forth at length herein.

97. Defendants' subject product and its component parts were defective, unreasonably dangerous, and in an unsafe condition when they were sold by Defendants and when it left Defendants' control and possession.

98. Defendants' subject product and its component parts were defective, unreasonably dangerous and in an unsafe condition when it was manufactured, designed, assembled, supplied and/or distributed into the stream of commerce by Defendants.

99. At all relevant times, Defendants' product in question was without substantial change from the condition in which it was sold and/or supplied by Defendants.

100. Defendants' product was defective and unsafe for the reasons set forth above, herein, incorporated by reference, including, but not limited to its malfunction and/or manufacturing defects, which caused Plaintiff-Husband's injury and Plaintiffs' damages, discussed herein.

101. Defendants' product is defective and unsafe because it lacked proper or adequate instructions, directives, and/or warnings and/or limitations with regard to its use, associated with regard to its hazards and/or dangers related to the product's intended and/or foreseeable use.

102. Defendants are strictly liable to Plaintiff for his injuries and damages pursuant to §402A of the Restatement (Second) of Torts and Pennsylvania law.

103. As a direct and proximate result of Defendants' product's defects, Plaintiff was injured and Plaintiff suffered injuries and damages, set forth above, incorporated by reference.

**WHEREFORE**, Plaintiff demands judgment, for an amount in excess of Fifty Thousand (\$50,000.00) Dollars, exclusive of interest and costs. Plaintiff further demands interest, costs and delay damages from said Defendants, jointly and severally.

**COUNT III-BREACH OF WARRANTY-EXPRESS AND IMPLIED**

**PLAINTIFFS v. DEFENDANTS ITWGEG**

For his Third Count, Plaintiff avers as follows:

104. Plaintiffs hereby incorporate by reference the above paragraphs as if fully set forth at length herein.

105. Based on information and belief, at all relevant times hereto, Defendants are, under the facts herein, the sellers and/or merchants of goods pursuant to the Pennsylvania Commercial Code, 13 Pa. C.S.A. §2103 et seq,

106. Based on information and belief, at all relevant times hereto, Defendants are and were, at all relevant times, required to sell their product and its product's component parts in a merchantable condition and fit for this product's particular purposes.

107. Based on information and belief, at all relevant times, Defendants had reason to know that those using Defendants' product would be relying upon Defendants' skill and judgment in furnishing, supplying, selling and/or distributing a suitable product and good which was fit for its particular purpose and which was of merchantable quality.

108. Defendants, upon information and belief, expressly and/or impliedly represented that the subject product's fitness and/or merchantability for a particular purpose and/or use was safe by, *inter alia*, placing the subject product into the stream of commerce through this product's sale and/or distribution.

109. Defendants breached its implied and express warranties by selling and/or supplying a product in a defective condition, including one that created by its design, manufacturing state and/or warning and/or instruction defects, referenced above, incorporated by reference.

110. Based on information and belief, at some time prior to April 30, 2018 and well known to Defendants, Defendants expressly representative and/or in some other manner conveyed warranties that the subject product and its component parts was safe for its and their respective purposes, intended or otherwise of merchantable quality.

111. Based on information and belief, at some time prior to April 30, 2018, Defendants represented that the subject product and its component parts thereto was safe to use, and/or that it would not cause injury to those using said product in an intended and/or reasonably foreseeable manner.

112. It is believed and averred that Defendants represented and/or otherwise implied through the product's sale that the subject product's hopper interlock would function properly and reliably to prevent injury to users and operators.

113. It is believed and averred that Defendants marketed the subject product and component parts with said warranties, including those set forth above, that form part of the bargain for selling, purchasing and/or acquiring this aforementioned product and component parts, which were reasonably relied upon by the product's purchaser.

114. Based on information and belief, in truth and in fact, said representations and warranties for the subject product and its component parts were false and materially misleading.

115. As a direct and proximate result of Defendants' breaches of warranty, express and/or implied, set forth above, incorporated by reference, Plaintiff suffered severe and disabling injuries, set forth above, and Plaintiff suffered damages, identified herein, incorporated by reference.

**WHEREFORE**, Plaintiff demands judgment for an amount in excess of Fifty Thousand (\$50,000.00) Dollars, exclusive of interest and costs. Plaintiff further demand interest, costs and delay damages from said Defendants, jointly and severally.

Respectfully submitted,

GALFAND BERGER, LLP

A handwritten signature in black ink, appearing to be 'A. Bugay', with a stylized, cursive script.

BY: \_\_\_\_\_  
ARTHUR L. BUGAY, ESQUIRE


**VERIFICATION**

The undersigned, having read the attached pleading, verifies that the within pleading is based on information furnished to counsel, which information has been gathered by counsel in the course of this lawsuit. The language of the pleading is that of counsel and not of signers. Signers verify that they have read the within pleading and that it is true and correct to the best of signers' knowledge, information and belief. To the extent that the contents of the pleading are that of counsel, verifiers have relied upon counsel in taking this verification. This verification is made subject to the penalties of 18 Pa. R.C.P. §4904 relating to unsworn falsification to authorities.

**Alfredo santiago**

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ALFREDO SANTIAGO

Signature: 

Email: alfredo.santiago289@gmail.com

# EXHIBIT “G”



**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY  
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA  
CIVIL TRIAL DIVISION**

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**SANTIAGO**

**v.**

**ITW FOOD EQUIPMENT GROUP**

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**APRIL TERM, 2020**

**NO. 1006**

Santiago Vs Itw Food Eq-ORDER



20040100600037

**ORDER**

**AND NOW**, this <sup>4th</sup> day of March, 2021, it is hereby **ORDERED** and **DECREED** the

Rule Returnable as to why the matter should not be non-prossed for failure to filed a complaint in a timely manner, listed for 3<sup>rd</sup> of March, 2021 is **DISSOLVED**.

The Case Management Order issuance date for the above-captioned matter has been rescheduled for **April 6<sup>th</sup>, 2021**, after which a Case Management Order will be issued by a civil case manager subsequent to a review of the electronic court record, civil docket, and case management memoranda.

**Attendance by all counsel of record and unrepresented parties is waived. No Case Management Conference will be held in City Hall.**

**BY THE COURT:**

\_\_\_\_\_  
**ARNOLD L. NEW, J.**